

7098-A

SUPPLEMENTAL AGREEMENT  
TO  
CONDITIONAL SALE AGREEMENT

DEC 18 1973 - 2 15 PM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of November 20, 1973 among INTERNATIONAL RAMCO, INC. (International Car Co. Division), an Illinois corporation (the "Manufacturer"), SOO LINE RAILROAD COMPANY, a Minnesota corporation (the "Railroad"), and FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association, acting as Agent (the "Agent") under the Finance Agreement dated as of June 15, 1973 among the Agent, the Railroad and the Investors named in Schedule A thereto (the "Investors"),

WITNESSETH THAT:

WHEREAS, the Manufacturer and the Railroad have heretofore entered into a Conditional Sale Agreement dated as of June 15, 1973 (the "Conditional Sale Agreement") providing, inter alia, for the sale by the Manufacturer and the purchase by the Railroad of 80 new 30' steel cabooses (the Railroad's Road Numbers 66-145, both inclusive) (the "Equipment") on the terms and conditions therein specified; and

WHEREAS, all of the right, title and interest of the Manufacturer under the Conditional Sale Agreement, with

certain exceptions, were assigned by the Manufacturer to the Agent by an Agreement and Assignment dated as of June 15, 1973 (the "Assignment") between the Manufacturer and the Agent; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on July 9, 1973, and assigned Recordation No. 7098; and

WHEREAS, delivery of cabooses numbered 132, 136, 140 and 142 has been unavoidably delayed; and

WHEREAS, the Manufacturer and the Railroad desire, and the Agent is willing to consent, to extend the Cut-Off Date (as defined in Article 2 of the Conditional Sale Agreement) for delivery to and acceptance by the Railroad of the Equipment thereunder, the Investors having previously consented thereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Pursuant to Article 2 of the Conditional Sale Agreement, the Railroad and the Manufacturer agree that the Cut-Off Date shall be February 1, 1974.

2. The Railroad shall cause this Supplemental Agreement to be filed and recorded with the Interstate

Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Railroad shall promptly furnish the Manufacturer and the Agent with evidence of such filing and recording and an opinion of counsel for the Railroad, satisfactory to the Agent and its special counsel, with respect thereto.

3. Except as expressly provided herein, the Conditional Sale Agreement and the Assignment shall continue in full force and effect.

4. This Supplemental Agreement and all rights and obligations hereunder shall be construed in accordance with the laws of the State of Minnesota; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

5. This Supplemental Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Supplemental Agreement to be signed in their respective corporate names by duly authorized officers and their respective

corporate seals to be hereunto affixed and duly attested,  
all as of the date first above written.

INTERNATIONAL RAMCO, INC.  
(International Car Co. Division)

[Corporate Seal]

By James V. Ross  
Vice President

Attest:

Clayton Weber  
Asst. Secretary

SOO LINE RAILROAD COMPANY

[Corporate Seal]

By Leonard H. Murray  
President

Attest:

Charles M. Beck  
Secretary

FIRST NATIONAL BANK OF MINNEAPOLIS,  
as Agent

[Corporate Seal]

By James W. Dement  
VICE President

Attest:

[Signature]  
Assistant Secretary

STATE OF OHIO       )  
                          ) SS  
COUNTY OF HARDIN   )

On this 21<sup>ST</sup> day of November, 1973, before me personally appeared James V Ross, to me personally known, who, being by me duly sworn, says that he is Vice President of INTERNATIONAL RAMCO, INC. (International Car Co. Division), that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert M. Gordon  
Notary Public

My Commission Expires

ROBERT M. GORDON

NOTARY PUBLIC, HARDIN CO., OHIO

My Commission Expires May 3, 1977

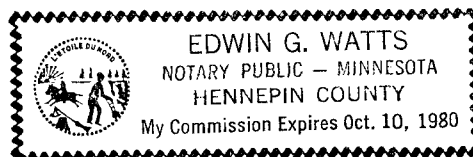
[Notarial Seal]

[illegible]

On this 30<sup>th</sup> day of November, 1973, before me personally appeared Leonard H. Murray, to me personally known, who, being by me duly sworn, says that he is President of SOO LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edwin S. Watts  
Notary Public

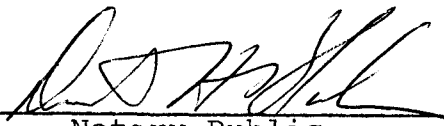
## My Commission Expires



[Notarial Seal]

STATE OF MINNESOTA    )  
                              )   SS  
COUNTY OF HENNEPIN    )

On this 27<sup>th</sup> day of November, 1973, before me personally appeared **JAMES W. DIMENT**, to me personally known, who, being by me duly sworn, says that he is **VICE PRESIDENT** of FIRST NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires

DAVID H. BLUM  
Notary Public, Ancker County, Minnesota  
My Commission Expires Nov. 23, 1978

[Notarial Seal]